

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page 1 of Pages 25	
2. Amendment/Modification No. 0002		3. Effective Date March 18, 2005		4. Requisition/Purchase Req. No.		5. Project No. (if applicable)	
6. Issued By U. S. Department of Justice JMD, Procurement Services Staff 1331 Pennsylvania Avenue, NW, Suite 1000 Washington, DC 20530		Code CPOS		7. Administered By (If other than Item 6)		Code	
8. Name and Address of Contractor (No., Street, County, and Zip Code)				(X)		9A. Amendment of Solicitation No. DJJK05RFP0318	
				X		9B. Date (See Item 11) January 4, 2005	
						10A. Modification of Contract/Order No.	
						10B. Date (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (if required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(x)		A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.					
		B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set fourth item 14, pursuant to the authority of FAR 43.103 (b)					
		C. This supplemental agreement is entered into pursuant to authority of:					
		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

Please see pages 2 through 25 for changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. Name and Title of Signer (Type or Print)		16A. Name and title of Contracting Officer (Type or Print) Glenn Emig Contracting Officer	
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America Signed by the Contracting Officer	16C. Date Signed 3/18/05
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
NSN 7540-01-152-8070		30-105	
PREVIOUS EDITIONS UNUSABLE		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

I. PURPOSE

The purpose of this Amendment is to (1) extend the proposal due date, (2) add and delete clauses and (3) modify the text of certain clauses.

II. RFP SECTIONS AMENDED

A) SF30, Block 9 and Provision L.6, paragraph (b) are changed to extend the proposal due date as follows:

SF30, Block 9 FROM: April 15, 2005, 4:00 PM EDT for technical/management proposals and April 22, 2005, 4:00 PM EDT for cost/price proposals.

SF30, Block 9 TO: *April 29, 2005*, 4:00 PM EDT for technical/management proposals and *May 6, 2005*, 4:00 PM EDT for cost/price proposals.

And

FROM: Provision L.6, paragraph (b) Volumes I and II (Technical and Management Proposals) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on April 15, 2005. Volume III (Cost Proposal) shall be received at the location designated above no later than 5:00 PM local time (Washington, DC) on April 22, 2005. (Please note: The Government will not accept proposals sent by e-mail or fax.)

TO: Provision L.6, paragraph (b) Volumes I and II (Technical and Management Proposals) shall be received at the location designated above no later than **4:00 PM** local time (Washington, DC) on *April 29, 2005*. Volume III (Cost Proposal) shall be received at the location designated above no later than **4:00 PM** local time (Washington, DC) on *May 6, 2005*. (Please note: The Government will not accept proposals sent by e-mail or fax.)

B) Section B.4(b), Section C.1 and Section E.1 are amended to remove the term Statement of Work and substitute the term Performance Work Statement. Change SOW to PWS as follows:

FROM: B.4(b) Portions of the successful offeror(s) technical proposal (to include a Statement of Work) and management proposal (to include subcontracting/teaming arrangements), dated _____, minus any resumes, past performance data, and past experience profiles submitted; and

TO: B.4(b) Portions of the successful offeror(s) technical proposal (to include a *Performance Work Statement*) and management proposal (to include subcontracting/teaming arrangements), dated _____, minus any resumes, past performance data, and past experience profiles submitted; and

And

FROM: C.1 SCOPE OF WORK

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Objectives and resulting Statement of Work in the award document. This shall also be done in accordance with the contractor's final technical proposal, portions of which may be incorporated by reference as a part of the contract.

TO: C.1 SCOPE OF WORK

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Objectives and resulting *Performance Work Statement* in the award document. This shall also be done in accordance with the contractor's final technical proposal, portions of which may be incorporated by reference as a part of the contract.

And

FROM: E.1 INSPECTION AND ACCEPTANCE

(a) Inspection of all support services performed under individual task orders will be performed by the COTR, or his/her authorized designee(s), at the Government's site, or at the Contractor's site. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the statement of work and/or other task order specific requirements, (2) thoroughness with respect to content, and (3) quality with respect to the standards set forth in Section C or the task order.

TO: E.1 INSPECTION AND ACCEPTANCE

(a) Inspection of all support services performed under individual task orders will be performed by the COTR, or his/her authorized designee(s), at the Government's site, or at the Contractor's site. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the *Performance Work Statement* and/or other task order specific requirements, (2) thoroughness with respect to content, and (3) quality with respect to the standards set forth in Section C or the task order.

C) Section G3.3, entitled "Time-and-Material or Labor Hour Task Orders," **paragraph (a)(3)** is amended to change the wording to be consistent with **Section B.2** as follows:

FROM: Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR with supporting documentation. Contractor requests for reimbursement must contain legible copies of individual receipts for all miscellaneous items of \$20.00 value or higher. Each miscellaneous item of less than \$20.00 value (e.g., meals) must be documented but may be included on a mass voucher rather than with individual item receipts.

TO: *Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR with supporting documentation.*

D) Section G3.4, entitled "Cost Type Task Orders," **paragraph (a)(3)** is amended to change the wording to be consistent with **Section B.2** as follows:

FROM: Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR with supporting documentation. Contractor requests for reimbursement must contain legible copies of individual receipts for all miscellaneous items of \$75.00 value or higher. Each miscellaneous item of less than \$75.00 value (e.g., meals) must be documented but may be included on a mass voucher rather than with individual item receipts; and

TO: *Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR with supporting documentation.*

E) Section G3.4, entitled "Cost Type Task Orders," **paragraph (b)** is amended to change the wording to be consistent with **Section G.3.3** as follows:

FROM: (b) The COTR will certify the hours worked, ODC items (if any) and satisfactory completion of all work and services billed.

TO: For contractors with government approved cost collection and billing systems:

(a) Invoice in accordance with approved billing procedures.

(b) The COTR will certify the hours worked, ODC items (if any) and satisfactory completion of all work and services billed.

F) Section H.5.2, entitled "Task Order Content" is amended to add "(13) Acceptance Criteria" to as follows:

FROM: H.5.2 TASK ORDER CONTENT

(a) Each task order issued under the contract(s) will include the following information as applicable:

- (1) Contract number and task order number;
- (2) Date of the order;
- (3) Work Plan Request number and title/description;
- (4) Description of the work to be performed;
- (5) The work schedule, period of performance or required completion date;
- (6) Place of delivery or performance;

- (7) The Key Personnel labor categories for that task, if any.
- (8) The reporting requirements and deliverables;
- (9) CLIN number(s) and description, quantity, unit price and extended total;
- (10) The fixed price or ceiling price;
- (11) The security requirements for that task (e.g. clearance levels, DD 254), if any; and
- (12) Accounting and appropriation data.

TO: H.5.2 TASK ORDER CONTENT

(a) Each task order issued under the contract(s) will include the following information as applicable:

- (1) Contract number and task order number;
- (2) Date of the order;
- (3) Work Plan Request number and title/description;
- (4) Description of the work to be performed;
- (5) The work schedule, period of performance or required completion date;
- (6) Place of delivery or performance;
- (7) The Key Personnel labor categories for that task, if any.
- (8) The reporting requirements and deliverables;
- (9) CLIN number(s) and description, quantity, unit price and extended total;
- (10) The fixed price or ceiling price;
- (11) The security requirements for that task (e.g. clearance levels, DD 254), if any;
- (12) Accounting and appropriation data; and
- (13) *Acceptance criteria*

G) Section H.9, entitled "Security Requirements" is amended to change the "Note" as follows:

FROM: NOTE: The Contractor shall submit a Security Plan with its proposal. The Security Plan will be incorporated into the resultant contract as an attachment.

TO: *NOTE: The Contractor shall submit a Security Plan to the Contracting Officer within 30 days after contract award.*

H) Section H.20, entitled "Major Breach of Safety or Security" is added as follows:

H.20 MAJOR BREACH OF SAFETY OR SECURITY

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential and is a material part of this contract. The Government's safety priority is to protect: (1) the public; (2) the Government workforce (including contractor employees working on Government contracts); and (3) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies

applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation of relevant state or federal occupational safety and health regulations.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000 or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

I) Section I, entitled "Contract Clauses" is amended to delete the following clauses in their entirety:

I.37 Buy American Act-Supplies (52.225-1, June 2003)

I.44 Additional Data Requirements (52.227.16, Jun 1987)

J) Section I, entitled "Contract Clauses" is amended to add the following clauses:

I.89 Allowable Cost and Payment (52.216-7, Dec 2002)

I.90 Applicable Law for Breach of Contract Claim (52.233-4, Oct 2004)

I.91 Notification of Employee Rights Concerning Payment of Union Dues or Fees (52.222-39, Dec 2004)

(a) *Definition*. As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily

posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

K) Section K, entitled "Representations, Certifications and Other Statements of Offerors" is amended to add the following certification requirement:

K.5 52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

L) Section L.3, entitled "Clarification Questions " is amended to change the due date for clarification questions as follows:

FROM:

The Government will consider questions concerning this request for proposal that are submitted not later than 5:00 PM on February 18, 2005. Questions should be e-mailed to iwn@usdoj.gov. After this date the Government does not guarantee that a response will be given. All (timely) questions received and responses to these questions will be provided to all vendors via the IWN Website giving due regard to the proper protection of the identity of the submitter of the question and proprietary information.

TO:

The Government will consider questions concerning this request for proposal that are submitted not later than 5:00 PM on **February 25, 2005**. Questions should be e-mailed to iwn@usdoj.gov. After this date the Government does not guarantee that a response will be given. All (timely) questions received and responses to these questions will be provided to all vendors via the IWN Website giving due regard to the proper protection of the identity of the submitter of the question and proprietary information.

M) Section L.4, entitled "Due Diligence and IWN Reference Library," paragraph (3) is amended to change the number of individuals who can attend the first due diligence session as follows:

FROM:

3) Attendance at any meetings and initial due diligence briefings is limited to four (4) individuals from each prospective prime contractor, including staff from the prime's team members and/or subcontractors (i.e., four individuals total may attend).

TO:

3) Attendance at any meetings and initial due diligence briefings is limited to **ten (10)** individuals from each prospective prime contractor, including staff from the prime's team members and/or subcontractors (i.e., four individuals total may attend).

N) Section L.5, entitled "Proposal Content" is amended to (1) add a cross-reference matrix requirement, (2) allow for an alternate page size, and (3) request double-sided printing as follows:

FROM:

b) The proposal must be prepared in three (3) volumes and submitted in 20 paper copies and 20 electronic copies on individual CD-ROMS plus an original paper and electronic submission. Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume.

c) Each hard copy volume, including all supporting documentation shall be submitted in individual standard three ring loose-leaf binders. Paper size shall be 8.5" by 11.0" with no fold outs allowed, except if the pricing and WBS spreadsheet pages required landscape printing on 8.5" by 14.0" paper. All pages shall have appropriate left margins and three punched holes.

d) All page limitations are based on single sided pages, 8.5 X 11 inch paper, single spaced, Arial or Times New Roman typeface no smaller than 11-point (smaller fonts are acceptable for graphics, figures, tables, footnotes and legends), 1" margins.

TO:

b) The proposal must be prepared in three (3) volumes and submitted in 20 paper copies and 20 electronic copies on individual CD-ROMS plus an original paper and electronic submission. Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume. ***In addition, each volume shall include a cross-reference matrix (not included in the page count) to assist the evaluators in quickly and easily finding the offeror's responses to the RFP's requirements. The matrix will map each requirement to the section(s) of the proposal where the description of the solution can be found.***

c) Each hard copy volume, including all supporting documentation shall be submitted in individual standard three ring loose-leaf binders. Paper size shall be 8.5" by 11.0" with no fold outs allowed, except if the pricing and WBS spreadsheet pages required landscape printing on 8.5" by 14.0" ***or 11" by 17" paper***. All pages shall have appropriate left margins and three punched holes.

d) All page limitations are based on single sided pages, 8.5 X 11 inch paper, single spaced, Arial or Times New Roman typeface no smaller than 11-point (smaller fonts are acceptable for graphics, figures, tables, footnotes and legends), 1" margins. ***Where possible, all printed materials should be submitted double sided.***

O) Section L.5.1, Volume 1, Section 2, Technical Solution is amended to change the page count from 100 pages to 250 pages as follows:

FROM: Section 2: Technical Solution (Page Limit 100)

TO: Section 2: Technical Solution (Page Limit 250)

P) L.5.1 VOLUME I, TECHNICAL PROPOSAL, Section 3, Deployment Plan is amended to require one deployment plan as follows:

FROM:

Section 3: Deployment Plan (Page Limit 30)

Provide two deployment plans. Both plans are for evaluation purposes only and shall reflect the offeror's optimum rapid deployment of the proposed technical solution given two specific funding assumptions. The first deployment plan shall be a "funding limited" plan and shall assume a consistent (equal) level of funding over the eight year build period for IWN; the eight year build period is described in the CTA High-Level Requirements Document. Funding limitations will be provided during due diligence. The second deployment plan shall be an "unrestricted funding" plan and shall assume there are no limits on the funding profile. Each

deployment plan shall describe the deployment methodology, rationale for choosing the methodology, IWN coverage, and deployment schedule.

TO:

Section 3: Deployment Plan (Page Limit 30)

For evaluation purposes only, provide a plan that reflects the optimum rapid deployment of the proposed technical solution. The deployment plan shall describe the deployment methodology, rationale for choosing the methodology, IWN coverage, ability to accomplish the plan and deployment schedule. The proposal shall describe how the offeror will manage and adjust deployment in response to changing conditions.

Q) L.5.1 TECHNICAL PROPOSAL, Volume 1, Section 4 is amended to (1) correct the period of performance and (2) provide additional clarification as follows:

FROM: Section 4: First Service Area Task Order Proposal (Page Limit 30)

Provide a firm fixed price proposal for the design of the first service area. The task order proposal shall be representative of a task order proposal the Government can expect to receive during the 10-year IDIQ contract performance period. The Government will provide details concerning the first service area during due diligence.

TO: Section 4: First Service Area Task Order Proposal (Page Limit as in L.5.3 Section 5)

Provide a firm fixed price proposal for the design of the first service area. The task order proposal shall be representative of a task order proposal the Government can expect to receive during the *15-year* IDIQ contract performance period. *This proposal will be the same as the one submitted under L.5.3 VOLUME III – COST PROPOSAL, Section 5 First Service Area Task Order Proposal, exclusive of all cost and price data.* The Government will provide details concerning the first service area during due diligence.

R) L.5.1 VOLUME I, TECHNICAL PROPOSAL, Section 5: Cost Model is amended to delete the words "funding limited" as follows:

FROM:

Section 5: Cost Model

Provide a copy of the "funding limited" Cost Model (including full documentation) from Volume III, Section 3 exclusive of all cost and price data.

TO:

Section 5: Cost Model

Provide a copy of the Cost Model (including full documentation) from Volume III, Section 3 exclusive of all cost and price data.

S) L.5.2 VOLUME II – MANAGEMENT PROPOSAL, Section 2: Management Plan is amended to increase the number of pages, add two bullets, correct the 11th bullet and add a closing paragraph as follows:

FROM: Section 2: Management Plan (Page Limit 50)

TO: Section 2: Management Plan (Page Limit 100)

ADDED:

- Identify the space requirements to house both contractor program management personnel as well as JPO personnel that will be directly involved with IWN design and implementation. Include these costs in your cost proposal as separately identified items.
- Identify the type, amount of time and locations your company will need for due diligence during the Phase 3 Due Diligence period.

CHANGE BULLET 11 FROM:

- Specifically address the management factors in Section C.2.5(3)A through J of the IWN Statement of Objectives.

CHANGE BULLET 11 TO:

- Specifically address the management factors in *Sections C.2.5(4)Performance Management and C2.5(5) Program Management* of the IWN Statement of Objectives.

ADD:

Provide a complete Performance Work Statement (PWS) that responds to the SOO. The PWS should cross-reference to the SOO. In addition, provide a minimum three-level Contract Work Breakdown Structure (CWBS) that cross-references to the PWS and identifies all work to be performed under the contract, including labor category and hours. The PWS shall be consistent with the proposed cost model. This will be the same information as in Section 2: Technical Solution, paragraph b, with all management areas highlighted.

T) L.5.2 VOLUME II, MANAGEMENT PROPOSAL, Section 6: Subcontracting/Teaming and Socio-Economic Participation (Page Limit 20) is amended to add the following note:

NOTE: Orders placed by both the prime contractor and all first tier subcontractors will count towards achieving the goals set forth above.

U) Add L.5.2 VOLUME II, MANAGEMENT PROPOSAL, Section 7, "SAFETY AND HEALTH PLAN" is added as follows:

Section 7: SAFETY AND HEALTH PLAN (Page Limit 50)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, the Government workforce (including Contractor employees working on Government contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, Government workforce (including Contractor employees working on Government contracts), or high value equipment or property.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

V) L.5.3 VOLUME III COST PROPOSAL, Section 3, Cost Model is amended to be consistent with the amended deployment plan requirement as follows:

FROM:

Section 3: Cost Model

Two cost models are to be provided. One will utilize the "funding limited" deployment concept and the other will utilize the "unrestricted funding" deployment concept. Provide the estimated total life-cycle cost (all cost and fees inclusive) to the Government over the 15-year performance period. Include the cost model and basis of estimate (BOE) information used to calculate the

total life-cycle cost. The cost model and BOE should be consistent with the proposed PWS and WBS. Identify the model's limitations and assumptions. The total life-cycle cost must be based on a fully documented cost model created by the offeror that reflects the offeror's overall technical solution and must incorporate the proposed fixed unit pricing (from Section 4 below).

TO:

Section 3: Cost Model

Provide a cost model that estimates the total life-cycle cost (all cost and fees inclusive) to the Government over the 15-year performance period. Include the cost model and basis of estimate (BOE) information used to calculate the total life-cycle cost. The cost model and BOE should be consistent with the proposed PWS, WBS and deployment plan. Identify the model's limitations and assumptions. The total life-cycle cost must be based on a fully documented cost model created by the offeror that reflects the offeror's overall technical solution and must incorporate the proposed fixed unit pricing (from Section 4 below).

W) L.5.3 VOLUME III, COST PROPOSAL, Section 4, Contract Unit Prices is amended to delete the words "funding limited" as follows:

FROM:

Section 4: Contract Unit Prices

Provide a Contract Line Item Number (CLIN) structure and unit pricing (in spreadsheet format) for inclusion in Section B of the proposed IDIQ contract. Unit prices (or costs) must be consistent with the cost model and WBS. Some examples of unit prices include labor rates, equipment prices, fees, price per foot of improved road, etc. Section B will reflect pricing from the "funding limited" deployment concept. The line items and unit prices for the IWN implementation (other than the first service area design) may be renegotiated during the Phase III competition to reflect experience and information gained during that phase.

For each line item, describe what is included in the price, e.g., does a piece of equipment include installation services, on-site maintenance, for how long, etc. All proposed unit prices (or costs) must be consistent with the offeror's cost model.

For any proposed incentive structure, model the possible results of those incentives with the performance metrics offered. Provide sufficient supporting information to allow the Government to fully understand the value proposition of the incentive – the performance level or outcome and the associated incentive fees.

TO:

Section 4: Contract Unit Prices

Provide a Contract Line Item Number (CLIN) structure and unit pricing (in spreadsheet format) for inclusion in Section B of the proposed IDIQ contract. Unit prices (or costs) must be consistent with the cost model and WBS. Some examples of unit prices include labor rates, equipment prices, fees, price per foot of improved road, etc. The line items and unit prices for the IWN implementation (other than the first service area design) may be renegotiated during the Phase III competition to reflect experience and information gained during that phase.

For each line item, describe what is included in the price, e.g., does a piece of equipment include installation services, on-site maintenance, for how long, etc. All proposed unit prices (or costs) must be consistent with the offeror's cost model.

For any proposed incentive structure, model the possible results of those incentives with the performance metrics offered. Provide sufficient supporting information to allow the Government to fully understand the value proposition of the incentive – the performance level or outcome and the associated incentive fees.

X) M.3.2 ORAL PRESENTATIONS/NEGOTIATIONS is amended to read as follows:

FROM:

M.3.2 ORAL PRESENTATIONS/NEGOTIATIONS

a) Oral presentations/negotiations will be conducted with all offerors determined to be in the competitive range. The contracting officer will schedule oral presentations/negotiations based on an estimated four (4) hour time frame, with the order of presentation determined by the Contracting Officer. Offerors must provide all necessary audio-visual equipment and materials.

b) The purpose of the oral presentations is to give the offeror an opportunity to describe its proposed management and technical approach/solution, and cost model. The format, agenda, and conduct of the oral presentation are entirely at the offeror's discretion. However, Government participants must be able to ask questions throughout the presentation. The offeror will also be given the opportunity to ask the Government questions during the presentation. The four (4) hour time frame may be extended should the Government determine that additional time is necessary to gain a thorough understanding of the proposal.

c) The presentation must be given by the individuals identified in the offeror's proposal as key personnel and/or senior management. It is important to the Government that the individuals responsible for performance of the proposed contract conduct the oral presentation. Due to space limitations, attendance by offeror representatives is limited to four (4) individuals. The Government will have up to fifteen (15) people attend. A paper copy of the presentation must be presented to each Government attendee on the day of the presentation.

d) Oral presentations will be video taped by the Government.

TO:

M.3.2 ORAL PRESENTATIONS AND DISCUSSIONS

a) Oral Presentations. After proposals are submitted, the Government may request that the offerors conduct oral presentations of the proposal. The purpose of the oral presentation is to give the offeror the opportunity to highlight its experience, technical solution and management approach. The offeror's presentation shall be given by the Program Manager and is limited to three hours including time for questions and answers. The Contracting Officer will contact each offeror to schedule their oral presentation as soon as possible after the proposal due date. Oral presentations may be videotaped by the Government.

b) Discussions. The Government anticipates that discussions will be conducted during this procurement with all offerors determined to be within the competitive range (see Federal Acquisition Regulation 15.306). Discussions will likely be in the form of written questions requiring written responses from each offeror, and will be expanded to include face-to-face meetings. Discussions will culminate with a request for a final proposal revision.

Y) M.5.2 MANAGEMENT is amended to include evaluation of the **Safety and Health Plan** as follows:

FROM:

M.5.2 MANAGEMENT

The Government will assess the offeror's understanding of the program requirements and ability to manage all aspects of the contract in an efficient and effective manner that will achieve the program and mission requirements set forth in the SOO. The evaluation will also consider the degree to which the management plan provides for a sound partnering approach and service level agreements with comprehensive performance metrics and incentives/disincentives directly related to meeting or exceeding mission critical performance requirements. The evaluation will also consider the offeror's approach to introduce and maintain competition for delivered products over the life of the IWN program and how team members and subcontractors will be integrated into the offeror's incentive/disincentive performance plan. An evaluation will be made of the vendor's plan to manage the subcontractor team and its level of corporate commitment.

TO:

M.5.2 MANAGEMENT

The Government will assess the offeror's understanding of the program requirements and ability to manage all aspects of the contract in an efficient and effective manner that will achieve the program and mission requirements set forth in the SOO. The evaluation will

also consider the degree to which the management plan provides for a sound partnering approach and service level agreements with comprehensive performance metrics and incentives/disincentives directly related to meeting or exceeding mission critical performance requirements. The evaluation will also consider the offeror's approach to introduce and maintain competition for delivered products over the life of the IWN program and how team members and subcontractors will be integrated into the offeror's incentive/disincentive performance plan. An evaluation will be made of the vendor's plan to manage the subcontractor team and its level of corporate commitment. ***The offeror's Safety and Health Plan will be considered as part of the general management evaluation.***

Z) M.5.3 DEPLOYMENT is amended to be consistent with the amended deployment plan requirements as follows:

FROM: M.5.3 DEPLOYMENT

The Government will assess each offeror's approach to rapid deployment of its technical solution to the entire IWN geographic area. The evaluation will also consider the deployment methodology, rationale, and schedule to efficiently and effectively deploy IWN in a manner that will achieve the SOO. Both the "funding limited" deployment concept and the "unrestricted funding" deployment concept will be evaluated.

TO: M.5.3 DEPLOYMENT

The Government will assess each offeror's approach to rapid deployment of its technical solution to the entire IWN geographic area. The evaluation will also consider the deployment methodology, rationale, and schedule to efficiently and effectively deploy IWN in a manner that will achieve the SOO. The Government will also evaluate the offeror's ability to adjust deployment in response to changing conditions.

AA) Section M.5.8 Cost, is amended to be consistent with the amended deployment plan requirement as follows:

FROM:

The Government will evaluate each offeror's cost/price proposal as follows:

1) Evaluation of the proposed estimated total life-cycle cost to the Government over the 10-year performance period to determine that the proposed life-cycle cost is valid, realistic and consistent with the offeror's technical proposal and cost model. The Government will assess the validity and realism of the life-cycle cost model to calculate an expected cost that will be used in the best value determination. The expected cost may be different from that in the offeror's proposal. Both the "funding limited" deployment concept and the "unrestricted funding" deployment concept will be evaluated. However, the best value decision will only consider the "funding limited" deployment scenario.

TO:

The Government will evaluate each offeror's cost/price proposal as follows:

1) Evaluation of the proposed estimated total life-cycle cost to the Government over the 15-year performance period to determine that the proposed life-cycle cost is valid, realistic and consistent with the offeror's technical proposal and cost model. The Government will assess the validity and realism of the life-cycle cost model to calculate an expected cost that will be used in the best value determination. The expected cost may be different from that in the offeror's proposal.

AB) Section M.5.8 COST is amended to add the following note:

NOTE: Offerors shall have personnel that are knowledgeable of or have been involved in the preparation of the Cost Proposal available to speak with the Government evaluators, as required.

AC) Attachment B, DOJ - SENSITIVE INFORMATION NONDISCLOSURE AGREEMENT and ATTACHMENT C, Due Diligence Vendor Confidentiality Agreement, to include **EXHIBIT A, NONDISCLOSURE AGREEMENT** are deleted in their entirety. Replace **Attachments B and C** with the following:

(Go to next page.)

Attachment B (Revised January 11, 2005)**DOJ - SENSITIVE INFORMATION NONDISCLOSURE AGREEMENT
INTEGRATED WIRELESS NETWORK (IWN) DUE DILIGENCE**

An Agreement between _____ and the Department of Justice regarding the nondisclosure of sensitive DOJ/DHS/Treasury or other law enforcement sensitive government information, to wit: any and all information received from the government in connection with IWN due diligence.

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive information from the government arising in connection with IWN due diligence as required to perform my duties. As used in this Agreement, sensitive information is marked or unmarked information, including, but not limited to, oral communications arising in connection with IWN due diligence, the disclosure of which may compromise, jeopardize or subvert law enforcement activities, investigations, or investigative techniques. Sensitive information also includes information arising in connection with IWN due diligence, the disclosure of which might compromise, jeopardize or subvert past or other law enforcement activities, investigations, or investigative techniques. I understand and accept that by being granted access to this sensitive information, special confidence and trust shall be placed in me by the government.

2. I hereby acknowledge that I have received an indoctrination concerning the nature and protection of sensitive information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of sensitive information arising in connection with IWN due diligence may cause irreparable damage to government investigations and investigative techniques and that I will never divulge sensitive information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the issuing agency to receive it; or (b) I have been given prior written notice of authorization from the issuing agency that such disclosure is permitted. I understand that if I am uncertain as to the sensitive nature or status of information, I am required to confirm from an authorized official that the information may be disclosed prior to disclosure of this information.

4. I have been advised that any breach of this Agreement may result in the termination of my relationship with the government and removal from due diligence. In addition, I have been advised that any

unauthorized disclosure of information by me may constitute a violation or violations of United States criminal laws, including those codified in Title 18, United States Code, or may lead to criminal prosecution for obstruction of lawful government functions. I realize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

5. I understand that all sensitive information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or in the control of, the government unless otherwise determined by an authorized official or final ruling in a court of law. I agree that I shall return all sensitive materials which have or may come into my possession, or for which I am responsible because of such access upon demand by an authorized representative of the United States Government.

6. Unless and until I am released in writing by an authorized representative of the government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to the sensitive information and at all times thereafter.

7. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

8. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of sensitive information not consistent with the terms of this Agreement.

9. I have read this Agreement carefully and my questions, if any, have been answered.

Signature _____ Date _____
Organization (provide name and address):

The briefing and execution of this Agreement was witnessed by

_____ (type or print name)

Signature _____ Date _____

Security Debriefing Acknowledgment

I reaffirm that the provisions of the Federal criminal laws applicable to the safeguarding of sensitive information have been made available to me; that I have returned all sensitive information in my custody; that I will not communicate or transmit sensitive information to any unauthorized person or organization; that I will promptly report to the government any attempt by an unauthorized person to solicit sensitive information; and that I have received a debriefing regarding the security of sensitive information.

Signature _____ Date _____

Name of Witness (type or print)

Signature of Witness _____ Date _____

Attachment C (Revised January 11, 2005)**U.S. Department of Justice****Vendor Confidentiality Agreement**

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2005, by and between the United States Department of Justice, (the "Department"), acting through its Contracting Officer, and _____, a [state] corporation having its principal place of business at _____ ("Vendor") (collectively, the "Parties").

WHEREAS, the Department has invited Vendor, as a potential offeror, to conduct due diligence associated with the Departments of Justice, Homeland Security, and Treasury Integrated Wireless Network ("IWN") procurement requirements for its anticipated preparation of a proposal responsive to the solicitation; and

WHEREAS, the Department wishes to assure the confidentiality of any sensitive government, law enforcement, or other non-public information to which Vendor shall have access in connection with due diligence and which Vendor, in its reasonable judgment, may provide to employees, consultants, potential subcontractors, or any other individual or entity with a need to know; and

WHEREAS, a material condition of the Department's invitation to Vendor to conduct due diligence is Vendor's agreement to protect the confidentiality of sensitive government, law enforcement, or other non-public information to which it receives access in connection with due diligence in accordance with a separate Sensitive Information Nondisclosure Agreement executed by all Vendor personnel given access to said due diligence information;

ACCORDINGLY, Vendor agrees as follows:

1. **Confidentiality of Data.** Vendor will protect the confidentiality of sensitive information to which it has access during the due diligence phase of the procurement. Unauthorized disclosure, duplication, distribution, publication, or transmission of sensitive information is prohibited and may subject the individual or entity that releases the information to criminal penalties.

2. **Conditions of Permitted Disclosure.** For purposes of proposal development only, and for no other purpose, Vendor may share sensitive information with its own employees, consultants, potential subcontractors, or other teaming partners at any level when, in its reasonable judgment, doing so will aid in the development of a

competitive proposal to the Government in the IWN procurement. Prior to disclosure of sensitive information received during the due diligence phase, Vendor shall obtain an executed copy of the Nondisclosure Agreement attached as Exhibit A from every individual (including employees and non-employees) provided access to the information by Vendor. Signed NDAs shall be maintained with the prime contractor and be available upon the request of the contracting officer.

3. **Term of Agreement.** The obligations of this Agreement are perpetual.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

<i>VENDOR:</i>		
Signature		Date
Printed/Typed Name		
Title		
Company Name		

<i>The UNITED STATES OF AMERICA:</i>		
Glenn T. Emig Contracting Officer Justice Management Division Procurement Services Staff		Date

U.S. Department of Justice
Vendor Confidentiality Agreement

EXHIBIT A

NONDISCLOSURE AGREEMENT

I, _____, hereby certify and agree that I will not disclose at any time, to any person who has not also signed this Nondisclosure Agreement, any sensitive government, law enforcement, or other non-public information acquired by _____ ("Vendor") that is marked as confidential, sensitive, or is otherwise non-public and disclosed to me in connection with the Departments of Justice, Homeland Security, and Treasury Integrated Wireless Network ("IWN") procurement. I understand that protecting the confidentiality of sensitive government, law enforcement, or other non-public information is a material condition of my participation in the procurement with Vendor and my access to this information. I understand that my unauthorized disclosure of sensitive government, law enforcement, or other non-public information may result in the exclusion of myself and/or my firm from participation in the procurement. I also understand that my unauthorized disclosure of sensitive government, law enforcement, or other non-public information may result in criminal prosecution.

Signed	
Typed Name	
Title	
Organization	
Business Address	
Business Telephone	
Date Signed	

(End of Amendment)